

STEUBEN COUNTY CLERK OFFICE
55 S PUBLIC SQUARE
ANGOLA, IN 46703
219-668-1000 EXT 2230
219-668-3702 FAX

TO: STEUBEN COUNTY COMMISSIONERS
FROM: DEBRA ARNETT, CLERK STEUBEN CIRCUIT COURT
SUBJECT: NEW SOFTWARE PROGRAM FROM MANATRON
DATE: OCTOBER 29, 2001

Due to an IRS ruling, I need to purchase a 1099 Module for Manatron to trace payments to attorneys to be reported to the IRS. I must start this program by January 1, 2002. Manatron does have a software program for this.

The price is \$2500.00 for the module and 2-3 days of installation and implementation at \$600.00 plus expense per day. Also there is an annual maintenance of \$875.00, which will come out of Evelyn's budget.

I am able to pay for installation and implementation out of my Clerk's budget.

I need to ask you to pay for the module of \$2500.00.

Manatron is also offering a Marriage License program. The cost of the program is \$6,000.00 plus \$1,800.00 for annual maintenance, plus 2-3 days of installation and implementation at \$600.00 plus expense per day.

The \$1800.00 annual maintenance will be paid out of Evelyn's budget and I can pay the installation and implementation out of my 2002 budget.

I need to ask you to pay for the module of \$6,000.00.

This Marriage License program would be a great help in my office.

Thank you for your help in this matter.

Deb

ACCOUNTS PAYABLE VOUCHER

Steuben County, Indiana

An invoice or bill to be properly itemized must show: kind of service, where performed, dates service rendered, by whom, rates per day, number of hours, rate per hour, number of units, price per unit, etc.

Payee Vendor No. _____
Manatron
510 E Milham Avenue
Portage, MI 49002

Purchase Order No. _____
 Terms _____
 Date Due _____

Invoice Date	Invoice Number	Description (or note attached invoice(s) or bill(s))	Amount
		Computer training for 1099 module	1,800.00
		3 days of traning	
		Total	1,800.00

I hereby certify that the attached invoice(s), or bill(s), is (are) true and correct and that the materials or services itemized thereon for which charge is made were ordered and received except

Date 11-28, 20 01

Melba Annett
 Signature

Clerk
 Title

I hereby certify that the attached invoice(s), or bills(s), is (are) true and correct and I have audited same in accordance with IC 5-11-10-2.

Date....., 20....


THE SIDWELL COMPANY
 Mapping and Geographic Information Systems

Claim from Commiss
\$2,500.

www.sidwellco.com
 (630) 549-1000

Sequel

510 E. Milham Ave., Portage, MI 49002
Phone: (616) 567-2900, Fax (616) 567-2930

SALES CONTRACT AND LICENSE AGREEMENT

Name and Address of Purchaser/Licensee:
STEUBEN COUNTY CLERK
55 S. Public Square
Angola, IN 46703

APPLICATION SOFTWARE

QTY.	DESCRIPTION	PRICE	ANNUAL SUPPORT
1	Gavel – 1099 Module GMI		
SOFTWARE TOTAL		\$2,500.00	\$875.00

SERVICES – Billed as incurred

DESCRIPTION OF SERVICE	PRICE
Implementation/Training – Three days	
TOTAL SERVICES	\$1,800.00

Travel Expenses will be billed as Incurred

Total One Time Costs	\$4,300.00
Total Annual Fees	\$875.00

MANATRON reserves the right to require the Client to upgrade its system and/or third party software to a subsequent or new release or version on MANATRON's request. Client acknowledges, understands and agrees that in the event that Client refuses to upgrade its system and/or third party software, Client may preclude MANATRON from performing its duties and obligations under this provision. In the event that Client refuses to upgrade its system and/or third party software at MANATRON's request, MANATRON reserves the right to discontinue support of the Licensed Program(s).

Manatron assumes no responsibility for resolving or assisting with equipment, application software, system or third party software implementation or operational issues relating to such equipment and/or software which Customer has purchased from another vendor and/or does not have covered by a current maintenance agreement with Manatron.

(B) **EQUIPMENT:** MANATRON'S hardware maintenance service provides for a "replacement/loaner" hardware unit in the event repair becomes necessary. Upon receipt of the loaner unit, Client shall ship the defective unit to MANATRON for repair. Once repair has been completed and the unit has been returned to the Client, the loaner unit shall be returned to MANATRON. Shipping costs are the Client's responsibility. On-site repair will be provided as determined necessary by MANATRON and the Client.

MANATRON is not obligated under the terms of this Agreement to repair damage to equipment caused either directly or indirectly by (a) nuclear radiation or radioactive contamination arising out of the use by Client of radioactive material, (b) accident, negligence or abuse of or by Client or third parties, (c) failure of Client to maintain required environmental conditions, (d) causes external to the system such as electric power fluctuation or failure, (e) fire, lightning, windstorm, the elements or acts of God or (f) attachment of non-Manatron equipment or features to the equipment by Client or third parties. Client of the estimated charges thereof will render such repair only upon specific order by client and after approval.

(C) The maintenance/support services contemplated herein are provided on an "as is" basis without warranty.

(D) The maintenance/support services provided herein shall commence upon installation of the equipment and/or Licensed Program(s) and shall continue for a period of three (3) years. Thereafter, either party may terminate maintenance/support services upon ninety (90) day, prior, written notification to the other party.

(E) Hardware maintenance and software support fees will be invoiced upon installation and are subject to annual increases as deemed necessary by Manatron.

13. **Intellectual Property:** MANATRON agrees to indemnify, save harmless and defend Client from and against any and all suits, judgments, costs, damages, claims, demands, actions, causes of action, proceedings, expenses or liabilities of any nature, which are threatened or brought against, or are incurred by, Client arising from a claim that any element of the Licensed Program(s) constitutes an infringement of any United States patent or copyright, or is a trade secret of another; provided, that MANATRON is notified thereof promptly and in writing by Client.
14. **Termination:** The license(s) herein granted by MANATRON to Client is effective until termination. MANATRON may terminate the license(s) if Client fails to comply with any provisions of this Agreement. Client may terminate the license(s) upon thirty (30) days written notice to MANATRON, but in no event will Client be entitled to reimbursement of license fees.
15. **Complete Agreement:** No addition to or modification of any provision of this Agreement will be binding upon MANATRON unless made in writing and signed by a duly authorized representative of MANATRON. No course of dealing or usage of trade or course of performance will be relevant to explain or supplement any terms of the Agreement.
16. **Independent Contractor:** The relationship of Manatron to the Client shall be that of an independent contractor and no principal-agent or employer-employee relationship is created by this Agreement.
17. **Governing Law:** The Agreement shall be construed in accordance with the Laws of the State of Michigan.
18. **Additional Terms:** None

STEBEN COUNTY, IN

MANATRON, INC.

(Seller/Licensor and Secured Party)

By: Dale Hughes Jr.
Title: President, Steuben County Board of Commissioners

By: Paul Lybster
Title: CEO

Date: 12/3/01

Date: 12/5/01